

Part C
CONTRACTUAL DISPUTED ISSUES MATRIX
AT&T/SWBT INTERCONNECTION AGREEMENT - ARKANSAS
UNBUNDLED NETWORK ELEMENTS

Issue	Attachment and Sections	AT&T Reason why language should be included or excluded	AT&T Language	SWBT Reason why language should be included or excluded	SWBT Language
		transmission. This transmission would include billing and usage data for mutual compensation, as well as resale, unbundled network elements, and other matters, if any, to be billed to AT&T by SWBT under the contract. A single comprehensive billing transmission will enable both parties to most efficiently track the various transactions and interrelationships among the different bills. SWBT indicates that they will consider implementing CABS, but there is no mutual consideration to their decision. AT&T's language should be adopted.			
27. <u>AT&T:</u> Ability to bill access: Whether SWBT must provide AT&T with sufficient usage data to allow AT&T to render intrastate and interstate access bills to other IXCs. <u>SWBT:</u> Should SWBT be required to provide customer usage data unrelated to unbundled network elements ordered by AT&T without additional compensation?	Attachment 10, Sections 4.4 - 4.5.5	The call flow documents capture the parties' positions relating to the full functionality of UNEs awarded to AT&T on page 22 of the Award. AT&T and SWBT have working teams creating call flow diagrams to reflect each parties' recording and billing requirements. In order for AT&T to bill intrastate access in accordance with the terms set forth in the Arkansas Award, and to bill interstate access, SWBT must provide AT&T with the necessary usage data to allow AT&T to render accurate bills for certain call types that necessitate SWBT to provide us billing detail. Whereas previously in negotiations, SWBT stated that it would provide usage data to allow AT&T to bill for	<u>4.4 SWBT will provide to AT&T Recorded Usage Data as described in AT&T's Call Flows Document (CFD) dated April 1997, incorporated herein and modified as the Parties may otherwise agree, sufficient for AT&T to render InterLATA and IntraLATA access bills and end-user bills and for purposes of mutual compensation.</u> <u>4.5 In addition to the requirements for recorded Usage Data specified in this Attachment, when AT&T is providing Telecommunications Services to its customer through the use of unbundled Network Elements, SWBT will provide to AT&T recorded Usage Data sufficient for AT&T to render interstate and</u>	AT&T's proposed language confuses the provision of UNEs – to which this attachment applies – with a recording contract, which is something entirely different. AT&T is not content with this, but seeks to impose an obligation on SWBT, unrelated to these network elements, to furnish additional customer usage data which these network elements, to furnish additional customer usage data which these network elements cannot generate.	SWBT objects to the inclusion of AT&T's proposed language in 4.4, 4.5, and 4.5.1 through 4.5.5.

Key: **Bold & underline represents language proposed by AT&T and opposed by SWBT.**

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		<p>all the functionality of UNEs (including access, as noted in the recent FCC Access Reform Order). SWBT has just recently disclosed that it does not intend to provide these records; rather it offers yet another "service". AT&T does not ask for this "service" for free; AT&T simply seeks parity in receiving billing information that will be used in rendering accurate bills to its customers. Without the ability to accurately bill for its services rendered through UNEs, the unbundling of the local network hardly benefits competition. After divestiture, many new IXC's had billing problems that drove away new customers. This is not a scenario that should be repeated in the local market today. SWBT is holding fast to what it believes to be its "entitlement" to access revenue. It continually develops new and different ways to reach its end. This evolution of the recording "service" is yet another example of SWBT's tactics to retain its stronghold on the local market.</p> <p>AT&T and SWBT have working teams creating call flow diagrams to reflect each parties' recording and billing requirements. In order for AT&T to bill access, SWBT must provide AT&T with the necessary usage data to allow AT&T to render accurate bills for certain call types that necessitate SWBT to provide us billing detail. AT&T's proposed</p>	<p><u>Intrastate access bills. The recorded Usage Data will be provided in a manner, at a minimum, that enables AT&T to render the following five types of access bills: Originating to IXC, Originating Local 800, Terminating and Originating IntraLATA, which are described below.</u></p> <p><u>4.5.1 Originating to IXC - This type of access record is created when a toll call originates from an AT&T customer served through unbundled Network Elements and terminates to an IXC. AT&T will bill the IXC access charges in accordance with its access tariffs.</u></p> <p><u>4.5.2 Originating Local 800 - This type of access record is created when an 800 call originates from an AT&T customer served through unbundled Network Elements to a LEC providing the 800 service. AT&T will bill the LEC access charges in accordance with its access tariffs.</u></p> <p><u>4.5.3 Originating InterLATA800 - This type of access record is created when an 800 call originates from an AT&T customer served through unbundled Network Elements to an IXC providing the 800 service. AT&T will bill the IXC access charges in accordance with its access tariffs.</u></p>		

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		language provides for provision of such data. SWBT wants the unilateral decision as to which call types they will provide data to AT&T in order to render such bills. AT&T should have the full functionality of operating as a local service provider in order to render the appropriate billing and collect the accurate revenues. AT&T's language should be adopted.	<u>4.5.4 Terminating - This type of access record is created when a toll call originates from an IXC and terminates to an AT&T customer served through unbundled Network Elements. AT&T will bill the IXC terminating charges in accordance with its access tariffs.</u> <u>4.5.5 Originating IntraLATA - This type of access record is created when a call originates from an AT&T customer served through Unbundled Network Elements and terminates outside the Local Call Area but within the LATA. AT&T will bill the IntraLATA Toll Provider originating and terminating access charges in accordance with its access tariffs.</u>		
28. Should reference be made to the Call Flow Document in this Contract?	Attachment 6 - Appendix Pricing UNE, section 5.1	Once again, the call flow documents capture the parties' positions relating to the full functionality of UNEs awarded to AT&T on page 22 of the Award. The parties continue to develop the Call Flow Document pending final review and approval by the parties. AT&T and SWBT devoted a lot of resources (time and people) to working through the call flow schematics. The known disputes between the parties regarding call flows are captured in the language that follows in section 5. Therefore, this language is clearly representative of the flexibility needed between the parties to truly	<u>5.1 The Parties have developed a set of schematics and descriptions which reflect anticipated call flows and related usage sensitive charges (i.e., recurring and nonrecurring charges for the elements are not included on the schematics). These schematics are designed to illustrate the application of usage sensitive charges. These schematics as currently developed are contained in a document entitled "Call Flow Document" dated 5/97. On a going forward basis the Parties may develop new call flow schematics, modify existing call</u>	SWBT objects to the inclusion of this information at this time.	SWBT objects to the inclusion of AT&T's proposed language in 5.1.

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		represent the agreements between the parties. As decisions are made in future rulings (state and federal) the revisions will be necessary to document agreement between the Parties. AT&T's language should be accepted.	<u>flow schematics, and delete obsolete call flow schematics as needed. The following definitions underlie the schematics.</u>		
29. <u>Signaling Point Code:</u> Should SWBT require AT&T to create a unique point code in its capacity as an LSP?	Attachment 6: Section 9.2.1.1.1.1 and 9.2.1.1.1.2	<p>This issue is arbitrated on page 57 of the Award. What SWBT is asking AT&T to do is technically infeasible and a blatant attempt to limit AT&T's capabilities to provide service equal to that of SWBT. SWBT insists that AT&T indicate the unique point code to distinguish between AT&T the LSP and AT&T the IXC in order for SWBT to know what to bill AT&T. It is technically infeasible for AT&T's 4ESS switches to be programmed to have unique point codes to distinguish between when AT&T is operating as either an IXC or an LSP. Therefore, AT&T has proposed a very reasonable solution which would allow SWBT to charge the SS7 transport rate in this Agreement.</p> <p>As an IXC today, AT&T does not use SWBT's SS7 transport. All potential SS7 transport purchased from SWBT will be when AT&T is operating as an LSP. AT&T has agreed to pay the rate as determined by the Commission for SS7 transport. Should AT&T ever begin to purchase signaling transport as an IXC, the Parties will negotiate an</p>	<p>9.2.1.1.1.1 SS7 Transport will apply to SS7 messages transported from a SWBT STP pair to an adjacent SWBT STP pair on behalf of AT&T. The rate (per octet) will apply to octets comprising ISUP and TCAP messages. When AT&T uses SS7 Transport between one or more SWBT STP pairs, AT&T will pay the rates and charges ordered by the Commission or as the Parties may otherwise agree, subject to section 1.3 of Appendix Pricing UNE. On an interim basis, when AT&T uses SS7 Transport between one or more pairs of SWBT STPs, AT&T will pay a charge equal to one times the octet rate for each octet transported. If, during the Cost Study Proceeding or as the parties may otherwise agree, it is found that, when multiple pairs of STP link sets are used, a higher rate is appropriate, AT&T will pay the determined rate.</p> <p>9.2.1.1.1.2 AT&T may purchase signaling transport at the SS7 Transport rate referenced in the preceding section, without the</p>	SWBT identifies the signaling point code and no other information in order to bill the SS7 Transport charge. SWBT has an interstate tariff rate and a different state rate per this contract. Unless identified separately according to a different point code, SWBT cannot bill the call correctly, either as a local call or as an access call. SWBT believes that AT&T's switch can accommodate two point codes. Finally, there is an option available to AT&T. They could agree to pay the rate in the access tariff, thereby eliminating this issue.	SWBT objects to the inclusion of AT&T's proposed language.

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		agreeable process at that time. The potential exists that the rate charged by SWBT in this agreement will be higher than the rate charged by the tariff. AT&T is not attempting to gauge its price. . . AT&T is merely offering a solution to the technical limitations that exist in the switch. AT&T's language should be accepted.	<u>need to specify a unique point code for each AT&T local switching office, so long as AT&T does not use SWBT STP signaling as an IXC. AT&T agrees that, before it could purchase STP signaling as an IXC, it will reach an agreement satisfactory to SWBT for accounting and compensating for the two types of signaling traffic.</u>		
30. LIDB Should SWBT update and or modify existing data in its LIDB by AT&T using the standard ordering process and also when AT&T ports a customer using INP?	Attachment 7: Section 1.5.1.1 Attachment 14: Section 6.5	Yes. AT&T does not have direct access into SWBT's proprietary database; therefore, if the information can be easily sent through the order fields defined by LSOG, the process is less cumbersome and more efficient for all involved. In this case, the parties have already agreed on the fields to be used for passing this information for a Resale order. The same fields are available to pass this information for a UNE and an INP order. In order for AT&T to receive full functionality of the switching element, SWBT provisions several databases. AT&T views LIDB as simply another database to be provisioned in order for AT&T to receive full functionality of the unbundled local switch, much as the switch database, directory listing database, and 911 database are agreed-upon as being provisioned by SWBT for UNEs today. SWBT should provide to AT&T the	<u>1.5.1.1 When AT&T utilizes UNE switching, SWBT will populate its LIDB database with customer information using information provided by AT&T using standard OBF fields as defined in the LSOG (Local Service Ordering Guide).</u> 6.5 SWBT agrees to populate its Line Information Database (LIDB) with information, such as TLN calling cards and Billing Number Screening (BNS), regarding ported numbers for billing. SWBT will provide access to LIDB database interfaces to accomplish this function, or make input on behalf of AT&T pursuant to LIDB data storage and administrative contracts. <u>Alternatively, AT&T may provide the LIDB information using the standard OBF fields as defined in the LSOG (Local Services Order Guide).</u>	SWBT has requirements from the FCC Interconnection Order to provide AT&T the capability to directly update or modify its data in the LIDB. Par. 493 of the order requires SWBT to "provide access, on an unbundled basis, to the service management system (SMS), which allow competitors to create, modify, or update information in call-related databases. SWBT has met the requirements of the order, making available the information necessary for AT&T to correctly format and enter data. SWBT provides four interfaces that provide AT&T equivalent access to the SMS. SWBT cannot possible meet AT&T's demands, other than the actions it has already taken. SWBT's SMS had security features that allow information to be partitioned from unauthorized access. What AT&T is requesting will yield access to the records of SWBT's customers as well as the records of other LSP's customers. With SMS access, AT&T	SWBT objects to the inclusion of AT&T's proposed language.

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		<p>same flow through provisioning process that it provides to itself and that it provides to AT&T for all other unbundled elements and databases when AT&T purchases UNE switching. The LIDB update consists of updating collect calling, 3rd number billing, and credit card information linked to the customer information provided to SWBT on the UNE switching order. In negotiations, SWBT stated that it will remove such information from the database on a "change as is order", then require AT&T to re-enter the data. SWBT also should not be allowed to clear all such functionality of a customer that migrates to AT&T service.</p> <p>SWBT should also accept AT&T's updates to the LIDB database through the industry standard OBF forms as defined by the LSOG when AT&T ports an existing SWBT customer using INP. If there is no change to the customer's existing LIDB functionality (e.g. collect/third party call blocking), SWBT should not remove the existing customer data. This information can be included in the INP order using OBF forms if an update is needed. The update of the LIDB is a cost of providing INP. When Permanent Number Portability is implemented, AT&T will be able to populate customer information for ported numbers in its own LIDB.</p>		would then be able to view, modify and delete those records.	

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SOUTHWESTERN BELL TELEPHONE COMPANY
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Schedule of Prices

Appendix Pricing UNE -
Schedule of Prices
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Italic = Rate revised to reflect Arkansas Arbitration order.

	Monthly Rates			Nonrecurring Charge		Price Category
	Zone 1	Zone 2	Zone 3	Initial	Additional	See Section 1.3 of Pricing Appendix
Unbundled Loops						
4-Wire Analog	\$147.95/APSC	\$66.85/APSC	\$40.35/APSC	N/A	N/A	3
Loop Cross Connects With testing (AT&T position: Cross Connects without testing should cost \$0.00)						
4-Wire PRI	ICB/\$5.45	ICB/\$5.45	ICB/\$5.45	ICB/\$0.00	ICB/\$0.00	3
Analog Loop to DCS						
2-Wire cross connect	TBD/APSC	TBD/APSC	TBD/APSC	TBD/\$0.00	TBD/\$0.00	3
4-Wire cross connect	TBD/APSC	TBD/APSC	TBD/APSC	TBD/\$0.00	TBD/\$0.00	3
Digital Loop to DCS						
2-Wire BRI	TBD/APSC	TBD/APSC	TBD/APSC	TBD/\$0.00	TBD/\$0.00	3
4-Wire PRI	TBD/APSC	TBD/APSC	TBD/APSC	TBD/\$0.00	TBD/\$0.00	3
Local Switching						
Temporary (see Appendix Pricing UNE, Section 5.3)						
Between Different Central Offices Per Originating MOU (Note: Parties disagree on Common Transport Rate and duration of temporary structure)	0.005645/APSC	0.01323/APSC	0.010227/APSC	N/A	N/A	3
Standard (see Appendix Pricing UNE, Section 5.2)						
Customized Routing	ICB	ICB	ICB	ICB	ICB	3
Call Blocking/Screening	AT&T position: Applicable Local Switching and Dedicated transport charges			ICB	ICB	3
	ICB	ICB	ICB	ICB	ICB	3
	AT&T position: Applicable Local Switching					
Port Charge Per Month						
DS1 Trunk	\$278.40/APSC	\$278.40/APSC	\$278.40/APSC	NA	NA	3
Feature Activation per Port type						
Analog Line Port Features (per port)						
Call Waiting				\$2.70/\$0.00	\$2.70/\$0.00	3
Call Forwarding Variable				\$2.70/\$0.00	\$2.70/\$0.00	3
Call Forwarding Busy Line				\$2.70/\$0.00	\$2.70/\$0.00	3
Call Forwarding Don't Answer				\$2.70/\$0.00	\$2.70/\$0.00	3
Three-Way Calling				\$2.70/\$0.00	\$2.70/\$0.00	3
Speed Calling - 8				\$2.70/\$0.00	\$2.70/\$0.00	3
Speed Calling - 30				\$2.70/\$0.00	\$2.70/\$0.00	3
Auto Callback/Auto Redial				\$2.70/\$0.00	\$2.70/\$0.00	3
Distinctive Ring/Priority Call				\$2.70/\$0.00	\$2.70/\$0.00	3
Selective Call Rejection/Call Blocker				\$2.70/\$0.00	\$2.70/\$0.00	3

Under Price Category, 1=Agreed, 2=Interim Ordered, 3=Disputed. Where ATT and SWBT disagree, ATT position is shown in bold and underlined text, SWBT position is shown in bold text.
APSC = ATT requests the Arkansas PSC to determine the rates.

SOUTHWESTERN BELL TELEPHONE COMPANY
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Schedule of Prices

Appendix Pricing UNE -
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old/italic = Rate revised to reflect Arkansas Arbitration order.

	Monthly Rates			Nonrecurring Charge		Price Category
	Zone 1	Zone 2	Zone 3	Initial	Additional	See Section 1.3 of Pricing Appendix
Auto Recall/Call Return				\$2.70 / \$0.00	\$2.70 / \$0.00	3
Selective Call Forwarding				\$2.70 / \$0.00	\$2.70 / \$0.00	3
Calling Number Delivery				\$2.70 / \$0.00	\$2.70 / \$0.00	3
Calling Name Delivery				\$2.70 / \$0.00	\$2.70 / \$0.00	3
Analog Line Port Features (per arrangement)						
Personalized Ring				\$6.45 / \$0.00	\$6.45 / \$0.00	3
Hunting Arrangement				\$33.00 / \$0.00	\$33.00 / \$0.00	3
Analog Line Port Features (per successful occurrence)						
Call Trace				\$5.30 / \$0.00	\$5.30 / \$0.00	3
ISDN (BRI) Port Features						
Network Transport Option(s) - Required:						
Circuit Switched Voice (CSV)/Circuit Switched Data (CSD) per B Channel				TBD / \$0.00	TBD / \$0.00	3
ISDN (BRI) Port Features						
Standard Features:						
Basic Electronic Key Terminal Service (EKTS) - per B Channel				\$16.25 / \$0.00	\$16.25 / \$0.00	3
Basic EKTS provides:						
Bridged Call Exclusion						
Bridging						
Call Forwarding Don't Answer						
Call Forwarding Interface Busy						
Call Forwarding Variable						
Message Waiting Indicator						
Speed Call (Long)						
Speed Call (Short)						
Three-way Conference Calling						
all Appearance Call Handling (CACH) EKTS - per B Channel				\$19.60 / \$0.00	\$19.60 / \$0.00	3
CACH EKTS includes:						
Additional Call Offering (inherent)						
Bridged Call Exclusion						
Bridging						
Call Forwarding Don't Answer						
Call Forwarding Interface Busy						
Call Forwarding Variable						
Intercom						
Key System Coverage for Analog Lines						
Message Waiting Indicator						
Speed Call (Long)						
Speed Call (Short)						
Three-way Conference Calling						
Individual features: - per B Channel						
Additional Call Offering				\$6.25 / \$0.00	\$6.25 / \$0.00	3
Call Forwarding Don't Answer				\$6.25 / \$0.00	\$6.25 / \$0.00	3
Call Forwarding Interface Busy				\$6.25 / \$0.00	\$6.25 / \$0.00	3
Call Forwarding Variable				\$6.25 / \$0.00	\$6.25 / \$0.00	3
Calling Number Delivery				\$6.25 / \$0.00	\$6.25 / \$0.00	3
Hunt Group for CSD				\$6.25 / \$0.00	\$6.25 / \$0.00	3
Hunt Group for CSV				\$6.25 / \$0.00	\$6.25 / \$0.00	3
Message Waiting Indicator				\$6.25 / \$0.00	\$6.25 / \$0.00	3
Secondary Only Telephone Number				\$6.25 / \$0.00	\$6.25 / \$0.00	3
Three Way Conference Calling				\$6.25 / \$0.00	\$6.25 / \$0.00	3
ISDN (PRI) Port Features						
Network Transport Option(s) - Required:						
Circuit Switched Voice (CSV)/Circuit Switched Data (CSD) per B Channel				TBD / \$0.00	TBD / \$0.00	3
Standard Features: - per PRI						
Backup D Channel				\$67.45 / \$0.00	\$67.45 / \$0.00	3
Calling Number Delivery				\$6.25 / \$0.00	\$6.25 / \$0.00	3
Dynamic Channel Allocation				\$16.45 / \$0.00	\$16.45 / \$0.00	3
DID #s				TBD / \$0.00	TBD / \$0.00	3

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APSC = ATT requests the Arkansas PSC to determine the rates.

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	<u>Monthly Rates</u>			<u>Nonrecurring Charge</u>		<u>Price Category</u>
	<u>Zone 1</u>	<u>Zone 2</u>	<u>Zone 3</u>	<u>Initial</u>	<u>Additional</u>	<u>See Section 1.3 of Pricing Appendix</u>
Analog Trunk Port Features				<u>TBD/\$0.00</u>	<u>TBD/\$0.00</u>	3
DS1 Digital Trunk Port Features				<u>TBD/\$0.00</u>	<u>TBD/\$0.00</u>	3
<u>Centrex-like System Charges</u>						
Centrex-like System Options						
System Initial Establishment per Serving Office - Analog Only				<u>\$764.05/\$0.00</u>	<u>\$764.05/\$0.00</u>	3
System Initial Establishment per Serving Office - Analog/ISDN BRI mix				<u>\$764.05/\$0.00</u>	<u>\$764.05/\$0.00</u>	3
System Initial Establishment per Serving Office - ISDN BRI Only				<u>\$299.25/\$0.00</u>	<u>\$299.25/\$0.00</u>	3
System Subsequent Change per Serving Office - Analog only system				<u>\$150.80/\$0.00</u>	<u>\$150.80/\$0.00</u>	3
System Subsequent Change per Serving Office - Analog/ISDN BRI mixed system				<u>\$193.00/\$0.00</u>	<u>\$193.00/\$0.00</u>	3
System Subsequent Change per Serving Office - ISDN BRI only system				<u>\$193.00/\$0.00</u>	<u>\$193.00/\$0.00</u>	3
System Subsequent Conversion per Serving Office - Add Analog to existing ISDN BRI only system				<u>\$193.00/\$0.00</u>	<u>\$193.00/\$0.00</u>	3
System Subsequent Conversion per Serving Office - Add ISDN BRI to existing Analog only system				<u>\$464.35/\$0.00</u>	<u>\$464.35/\$0.00</u>	3
Analog Line Port (ALP) Features						
Standard feature initialization per Analog Line Port				<u>\$5.35/\$0.00</u>		3
Individual Features:						
Automatic Callback Calling/Business Group Callback				<u>\$6.25/\$0.00</u>	<u>\$6.25/\$0.00</u>	3
Call Forwarding Variable/Business Group Call Forwarding Variable				<u>\$6.25/\$0.00</u>	<u>\$6.25/\$0.00</u>	3
Call Forwarding Busy Line				<u>\$6.25/\$0.00</u>	<u>\$6.25/\$0.00</u>	3
Call Forwarding Don't Answer				<u>\$6.25/\$0.00</u>	<u>\$6.25/\$0.00</u>	3
Call Hold				<u>\$6.25/\$0.00</u>	<u>\$6.25/\$0.00</u>	3
Call Pickup				<u>\$6.25/\$0.00</u>	<u>\$6.25/\$0.00</u>	3
Call Transfer - All Calls				<u>\$6.25/\$0.00</u>	<u>\$6.25/\$0.00</u>	3
Call Waiting - Intra-group/Business Group Call Waiting				<u>\$6.25/\$0.00</u>	<u>\$6.25/\$0.00</u>	3
Call Waiting - Originating				<u>\$6.25/\$0.00</u>	<u>\$6.25/\$0.00</u>	3
Call Waiting - Terminating				<u>\$6.25/\$0.00</u>	<u>\$6.25/\$0.00</u>	3
Class of Service Restriction - Fully Restricted				<u>\$6.25/\$0.00</u>	<u>\$6.25/\$0.00</u>	3
Class of Service Restriction - Semi Restricted				<u>\$6.25/\$0.00</u>	<u>\$6.25/\$0.00</u>	3
Class of Service Restriction - Toll Restricted				<u>\$6.25/\$0.00</u>	<u>\$6.25/\$0.00</u>	3
Consultation Hold				<u>\$6.25/\$0.00</u>	<u>\$6.25/\$0.00</u>	3
Dial Call Waiting				<u>\$6.25/\$0.00</u>	<u>\$6.25/\$0.00</u>	3
Directed Call Pickup - Non Barge In				<u>\$6.25/\$0.00</u>	<u>\$6.25/\$0.00</u>	3
Directed Call Pickup - With Barge In				<u>\$6.25/\$0.00</u>	<u>\$6.25/\$0.00</u>	3
Distinctive Ringing and Call Waiting Tone				<u>\$6.25/\$0.00</u>	<u>\$6.25/\$0.00</u>	3
Hunting Arrangement - Basic				<u>\$6.25/\$0.00</u>	<u>\$6.25/\$0.00</u>	3
Hunting Arrangement - Circular				<u>\$6.25/\$0.00</u>	<u>\$6.25/\$0.00</u>	3
Speed Calling Personal (short list)				<u>\$6.25/\$0.00</u>	<u>\$6.25/\$0.00</u>	3
Three Way Calling				<u>\$6.25/\$0.00</u>	<u>\$6.25/\$0.00</u>	3
Voice/Data Protection				<u>\$6.25/\$0.00</u>	<u>\$6.25/\$0.00</u>	3
ISDN (BRI) Port Features						
Network Transport Option(s) - Required:						
Circuit Switched Voice (CSV) - per B Channel				<u>\$19.65/\$0.00</u>	<u>\$19.65/\$0.00</u>	3
Circuit Switched Data (CSD) - per B Channel				<u>\$19.65/\$0.00</u>	<u>\$19.65/\$0.00</u>	3
Standard feature initialization per ISDN (BRI) Device				<u>\$5.35/\$0.00</u>		3
Individual Features:						
Additional Call Offering for CSV				<u>\$6.25/\$0.00</u>	<u>\$6.25/\$0.00</u>	3
Automatic Callback Calling				<u>\$6.25/\$0.00</u>	<u>\$6.25/\$0.00</u>	3
Call Forwarding Busy Line				<u>\$6.25/\$0.00</u>	<u>\$6.25/\$0.00</u>	3
Call Forwarding Don't Answer				<u>\$6.25/\$0.00</u>	<u>\$6.25/\$0.00</u>	3
Call Forwarding Variable				<u>\$6.25/\$0.00</u>	<u>\$6.25/\$0.00</u>	3
Call Hold				<u>\$6.25/\$0.00</u>	<u>\$6.25/\$0.00</u>	3
Call Pickup				<u>\$6.25/\$0.00</u>	<u>\$6.25/\$0.00</u>	3
Call Transfer - All Calls				<u>\$6.25/\$0.00</u>	<u>\$6.25/\$0.00</u>	3
Class of Service Restriction - Fully Restricted				<u>\$6.25/\$0.00</u>	<u>\$6.25/\$0.00</u>	3
Class of Service Restriction - Semi Restricted				<u>\$6.25/\$0.00</u>	<u>\$6.25/\$0.00</u>	3
Class of Service Restriction - Toll Restricted				<u>\$6.25/\$0.00</u>	<u>\$6.25/\$0.00</u>	3

Under Price Category, 1=Agreed, 2=Interim Ordered, 3=Disputed. Where ATT and SWBT disagree, ATT position is shown in bold and underlined text, SWBT position is shown in bold text.

APSC = ATT requests the Arkansas PSC to determine the rates.

SOUTHWESTERN BELL TELEPHONE COMPANY
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Schedule of Prices

Appendix Pricing UNE -
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bold/italic = Rate revised to reflect Arkansas Arbitration order.

	Monthly Rates			Nonrecurring Charge		Price Category
	Zone 1	Zone 2	Zone 3	Initial	Additional	See Section 1.3 of Pricing Appendix
Consultation Hold				<u>\$6.25/\$0.00</u>	<u>\$6.25/\$0.00</u>	3
Dial Call Waiting				<u>\$6.25/\$0.00</u>	<u>\$6.25/\$0.00</u>	3
Directed Call Pickup - Non Barge In				<u>\$6.25/\$0.00</u>	<u>\$6.25/\$0.00</u>	3
Directed Call Pickup - With Barge In				<u>\$6.25/\$0.00</u>	<u>\$6.25/\$0.00</u>	3
Distinctive Ringing				<u>\$6.25/\$0.00</u>	<u>\$6.25/\$0.00</u>	3
Hunting Arrangement - Basic				<u>\$6.25/\$0.00</u>	<u>\$6.25/\$0.00</u>	3
Hunting Arrangement - Circular				<u>\$6.25/\$0.00</u>	<u>\$6.25/\$0.00</u>	3
Speed Calling Personal (short list)				<u>\$6.25/\$0.00</u>	<u>\$6.25/\$0.00</u>	3
Three Way Calling				<u>\$6.25/\$0.00</u>	<u>\$6.25/\$0.00</u>	3
Dedicated Transport						
Interoffice Transport						
Voice Grade Fixed	<u>\$17.46/APSC</u>	<u>\$17.46/APSC</u>	<u>\$17.46/APSC</u>	<u>\$181.00/APSC</u>	<u>\$157.00/APSC</u>	3
per Mile	<u>\$1.12/APSC</u>	<u>\$1.12/APSC</u>	<u>\$1.12/APSC</u>	N/A	N/A	3
Entrance Facility						
DS1	<u>\$154.71/NA</u>	<u>\$154.71/NA</u>	<u>\$154.71/NA</u>	<u>\$628.00/\$NA</u>	<u>\$456.00/\$NA</u>	3
DS3	<u>\$1,884.49/NA</u>	<u>\$1,884.49/NA</u>	<u>\$1,884.49/NA</u>	<u>\$637.00/\$NA</u>	<u>\$496.00/\$NA</u>	3
OC3	<u>ICB/NA</u>	<u>ICB/NA</u>	<u>ICB/NA</u>	<u>ICB/\$NA</u>	<u>ICB/\$NA</u>	3
OC12	<u>ICB/NA</u>	<u>ICB/NA</u>	<u>ICB/NA</u>	<u>ICB/\$NA</u>	<u>ICB/\$NA</u>	3
Interoffice Transport						
OC3 Fixed	<u>ICB/APSC</u>	<u>ICB/APSC</u>	<u>ICB/APSC</u>	<u>ICB/\$0.00</u>	<u>ICB/\$0.00</u>	3
per Mile	<u>ICB/APSC</u>	<u>ICB/APSC</u>	<u>ICB/APSC</u>	N/A	N/A	3
OC12 Fixed	<u>ICB/APSC</u>	<u>ICB/APSC</u>	<u>ICB/APSC</u>	<u>ICB/\$0.00</u>	<u>ICB/\$0.00</u>	3
per Mile	<u>ICB/APSC</u>	<u>ICB/APSC</u>	<u>ICB/APSC</u>	N/A	N/A	3
OC48 Fixed	<u>ICB/APSC</u>	<u>ICB/APSC</u>	<u>ICB/APSC</u>	<u>ICB/\$0.00</u>	<u>ICB/\$0.00</u>	3
per Mile	<u>ICB/APSC</u>	<u>ICB/APSC</u>	<u>ICB/APSC</u>	N/A	N/A	3
Dedicated Transport Cross Connect						
OC3	<u>ICB/\$0.00</u>	<u>ICB/\$0.00</u>	<u>ICB/\$0.00</u>	<u>ICB/\$0.00</u>	<u>ICB/\$0.00</u>	3
OC12	<u>ICB/\$0.00</u>	<u>ICB/\$0.00</u>	<u>ICB/\$0.00</u>	<u>ICB/\$0.00</u>	<u>ICB/\$0.00</u>	3
OC48	<u>ICB/\$0.00</u>	<u>ICB/\$0.00</u>	<u>ICB/\$0.00</u>	<u>ICB/\$0.00</u>	<u>ICB/\$0.00</u>	3
Digital Cross-Connect System						
DCS Port Charge						
DS0	<u>\$12.00/APSC</u>	<u>\$12.00/APSC</u>	<u>\$12.00/APSC</u>	<u>\$20.00/\$0.00</u>	N/A	3
DS1	<u>\$45.14/APSC</u>	<u>\$45.14/APSC</u>	<u>\$45.14/APSC</u>	<u>\$43.00/\$0.00</u>	N/A	3
DS3	<u>\$490.05/APSC</u>	<u>\$490.05/APSC</u>	<u>\$490.05/APSC</u>	<u>\$32.00/\$0.00</u>	N/A	3
DCS Establishment Charge	N/A	N/A	N/A	<u>\$1,722.00/\$0.00</u>	N/A	3
Database Modification Charge	N/A	N/A	N/A	<u>\$80.00/\$0.00</u>	N/A	3
Reconfiguration Charge	N/A	N/A	N/A	<u>\$1.25/\$0.00</u>	N/A	3
Multiplexing						
Voice Grade to DS1	<u>\$180.00/N/A*</u>	<u>\$180.00/N/A*</u>	<u>\$180.00/N/A*</u>	<u>\$260.00/\$NA</u>	<u>\$161.00/\$NA</u>	3
DS1 to DS3	<u>\$815.00/N/A*</u>	<u>\$815.00/N/A*</u>	<u>\$815.00/N/A*</u>	<u>\$1,372.00/\$NA</u>	<u>\$813.00/\$NA</u>	3

*AT&T will pay applicable dedicated transport charges.

Nonrecurring Charges
Initial Additional

Unbundled Signalling

STP Access Connection - 1.544 Mbps

See Dedicated Transport

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APSC = ATT requests the Arkansas PSC to determine the rates.

SOUTHWESTERN BELL TELEPHONE COMPANY
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Appendix Pricing UNE -
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old/italic = Rate revised to reflect Arkansas Arbitration order.

italic = Rate revised to reflect Arkansas Arbitration order.

	Monthly Rates			Nonrecurring Charge		Price Category
	<u>Zone 1</u>	<u>Zone 2</u>	<u>Zone 3</u>	<u>Initial</u>	<u>Additional</u>	<u>See Section 1.3 of Pricing Appendix</u>
		Entrance Facility - DS1				3
		Cross Connect - DS1				3
STP Access Link - 56 Kbps		\$100.16 per link/APSC				3
		\$0.91 per mile/APSC				3
SS7 Signalling		\$0.001020 per call/APSC				3
Global Title Translation Addition (Complex/Multiple)	ICB/\$0.00	ICB/\$0.00	ICB/\$0.00	ICB/\$0.00	ICB/\$0.00	3
Non-Published Emergency Message Service		\$2.10 per call/\$1.20 per call				3
<u>Service Order Charges - Unbundled Element</u>				<u>Simple</u>	<u>Complex</u>	
New Service				\$60.00/\$0.00	\$245.00/\$0.00	3
Change				\$58.00/\$0.00	\$136.00/\$0.00	3
Record				\$36.00/\$0.00	\$114.00/\$0.00	3
Disconnect				\$30.00/\$0.00	\$65.00/\$0.00	3
Suspend/Restore				TBD/\$0.00	TBD/\$0.00	3
Expedited				TBD/\$0.00	TBD/\$0.00	3
				<u>Nonrecurring Charge</u>		
<u>Miscellaneous</u>						
Performance Data (para 2.16.7) of Attachment 6 - UNE	TBD/\$0.00	TBD/\$0.00	TBD/\$0.00	TBD/\$0.00	TBD/\$0.00	3
Special Request Cancellation (ATT. 6 - UNE par. 2.21.3)	ICB/APSC	ICB/APSC	ICB/APSC	ICB/APSC	ICB/APSC	3

Under Price Category, 1=Agreed, 2=Interim Ordered, 3=Disputed. Where ATT and SWBT disagree, ATT position is shown in bold and underlined text, SWBT position is shown in bold text.
APSC = ATT requests the Arkansas PSC to determine the rates.

PA... C
CONTRACTUAL DISPUTED ISSUES MATRIX
AT&T-SWBT INTERCONNECTION AGREEMENT - ARKANSAS
COLLOCATION ISSUES

Issue:	Attachment and Sections:	AT&T Reason why language should be included or excluded:	AT&T Language	SWBT Reason why language should be included or excluded:	SWBT Language
2. AT&T: May SWBT discriminate in its own favor when allocating Collocated Space? SWBT: May SWBT discriminate in its own favor when allocating Collocated Space?	Attachment 13: Appendix Collocation, Section 2.4	This issue was expressly resolved by the Federal Communications Commission in the First Report and Order, which the FCC determined that collocated space must be made "available to requesting carriers on a first come-first served basis." FCC Order, ¶585. AT&T's proposed language would prohibit SWBT from discriminating in its own favor when allocating Collocated Space between itself and AT&T. The FCC Order makes clear that SWBT must "make space available to requesting carriers on a first come-first served basis." FCC Order, ¶¶ 585. And while SWBT may retain a limited amount of floor space for a defined future use, it may not do so in a discriminatory manner. FCC Order, ¶¶ 604. AT&T's proposed language should therefore be included.	2.4 SWBT will allocate Collocated Space on a nondiscriminatory, "first-come, first-served" basis among <u>itself</u> , AT&T, and other collocators, provided that there is space available for collocation and for reasonable security arrangements and subject to any other limitations provided by law.	SWBT can reserve a limited amount of its own floor space that is not subject to collocation. Not all space in an Eligible Structure is statutorily required to be made available for collocation. SWBT is permitted to retain limited amounts of floor space for its own future needs, e.g., space for switch turn-around when a central office switch is replaced. If, in any instance, AT&T believes that SWBT is discriminatory in the allocation of its space it may seek remedy through the dispute process in the Appendix Collocation.	[SWBT opposes the inclusion of the bold and underlined language in this section]
3. AT&T: Should SWBT possess unfettered discretion to determine that space is not available at its Eligible Structures? SWBT: Is AT&T allowed to participate with SWBT determining if it is technically feasible to use the proposed space?	Attachment 13: Appendix Collocation, Section 2.5	AT&T acknowledged that this precise issue has not yet been expressly presented to the Commission for resolution. AT&T contends, however, that this issue and a host of other collocation implementation issues were arbitrated by implication. When the Arkansas Public Service Commission adopted AT&T's LBO and permitted AT&T to collocate in all "buildings and structures owned or leased by SWBT that house network facilities," Order at 36-37, the Commission empowered AT&T with the broad right of physical collocation. This broad right of collocation is meaningless, however, if SWBT is permitted to burden substantially the implementation of that right with procedures or processes that render it impossible or	2.5 <u>The determination whether there is insufficient space to accommodate physical collocation at a particular Eligible Structure will be made jointly by one engineer from SWBT and one engineer from AT&T. Where SWBT and AT&T cannot reach agreement whether sufficient space is available for physical collocation at a particular Eligible Structure, the determination will be made by a third-party engineer, unless both SWBT and AT&T elect to use the dispute resolution provisions of this Appendix. AT&T and SWBT will equally share the costs of the third-party engineer's services.</u> If space is not available for physical collocation at an Eligible Structure, SWBT will provide virtual collocation	SWBT may deny the requested physical collocation on the grounds of technical feasibility because of space limitations. If space is not available for physical collocation at an Eligible Structure, SWBT will provide virtual collocation at that Eligible Structure as set forth in the Appendix Collocation.	SWBT opposes the inclusion of AT&T's language.

Key: Bold & underline represents language proposed by AT&T and opposed by SWBT.

Bold represents language proposed by SWBT and opposed by AT&T.

PART C
CONTRACTUAL DISPUTED ISSUES MATRIX
AT&T-SWBT INTERCONNECTION AGREEMENT - ARKANSAS
COLLOCATION ISSUES

Issue:	Attachment and Sections	AT&T Reason why language should be included or excluded	AT&T Language	SWBT Reason why language should be included or excluded	SWBT Language
		<p>uneconomical for AT&T to collocate in SWBT's Eligible Structures. In adopting AT&T's LBO, the Commission determined that such procedures or processes are impermissible.</p> <p>The Commission should therefore resolve this issue. Otherwise, SWBT's attempt to delay collocation (and consequently facilities-based competition) in Arkansas would be successful. When this arbitration was commenced, SWBT and AT&T had agreed that SWBT would "file tariffs concerning the rates, terms, and conditions for physical collocation." Appendix Collocation to Proposed Interconnection Agreement, dated 12/20/96, § 1.2 (Attached to Testimony of Nancy Dalton, filed 12/20/96). SWBT has since reneged on this agreement in part because the parties anticipated that SWBT would file a physical collocation tariff, may specified details pertaining to the implementation of physical collocation were not presented to the Commission. Were the Commission to decline to resolve this specific issue for that reason, SWBT's attempt to delay collocation by waffling on whether it would file a tariff would be successful. AT&T requests that the Commission refuse to countenance SWBT's tactics.</p> <p>This section exemplifies AT&T's concern that SWBT has established a procedural method of burdening AT&T's right of collocation. Here, SWBT's proposed language allows</p>	<p>at that Eligible Structure, as set forth in section 2.7 below.</p>		

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CONTRACTUAL DISPUTED ISSUES MATRIX
AT&T-SWBT INTERCONNECTION AGREEMENT - ARKANSAS
COLLOCATION ISSUES

Issue:	Attachment and Sections	AT&T Reason why language should be included or excluded	AT&T Language	SWBT Reason why language should be included or excluded	SWBT Language
		SWBT to determine whether space is available for physical collocation at a particular Eligible Structure and does not allow AT&T or a third party to review SWBT's determination. In contrast, AT&T's proposed language provides for SWBT and AT&T to make a joint determination whether space is available at a particular Eligible Structure; If AT&T and SWBT cannot reach agreement, a third party would resolve the dispute. Absent AT&T's proposed language, SWBT could refuse any or all of AT&T's applications for Collocated Space using the pretext of space unavailability, and SWBT's decision would be unreviewable. AT&T's proposed language protects AT&T's right to collocate in SWBT's Eligible Structures and is not unreasonable. Accordingly, AT&T's proposed language should be included.			
5. AT&T: How much time should SWBT be permitted to prepare a price quotation? SWBT: Should SWBT be required to refund the engineering design charge upon a determination that space and power are not available?	Attachment 13: Appendix, Collocation, Section 3.2	AT&T acknowledges that this precise issue has not yet been expressly presented to the Commission for resolution. AT&T contends, however, that this Implementation issue has been arbitrated by implication. This contention is detailed in the portion of this matrix which discusses Section 2.5 of the Collocation matrix. AT&T's proposed language would require SWBT to provide a price quotation to AT&T within thirty-five (35) <i>calendar</i> days of receipt of AT&T's physical collocation application form and engineering design charge. SWBT's alternate language would require SWBT to provide a price quotation to AT&T within thirty-five (35) <i>business</i> days.	3.2 Upon receipt of AT&T's application for Collocated Space, SWBT will begin to prepare a price quotation for the Collocated Space. SWBT will provide AT&T with the price quotation within thirty-five (35) days of receipt of AT&T's Physical Collocation Application Form and Engineering Design Charge. When sufficient space is not available for physical collocation at a particular Eligible Structure as determined under Section 2.5, SWBT will refund the <u>entire Engineering Design Charge to AT&T within forty-five (45) days of that determination.</u>	SWBT requests rejection of AT&T's proposed language regarding specifically-negotiated response periods for EDC refunds and price quotes, and it requests rejection of AT&T's proposed language requiring a refund of the entire EDC. Permitting AT&T to have a tailor-made response obligation would be impose unjustified and unauthorized burdens on SWBT. Individually negotiated price quotations and time intervals is inconsistent with the Act. It would establish a discriminatory practice by providing AT&T something better than other collocators. SWBT has published a publication specifying a price quotation response time in business days for all collocators. It	SWBT opposes AT&T's proposed language.

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Bold represents language proposed by SWBT and opposed by AT&T.

Part C
CONTRACTUAL DISPUTED ISSUES MATRIX
AT&T-SWBT INTERCONNECTION AGREEMENT - ARKANSAS
COLLOCATION ISSUES

Issue:	Attachment and Sections	AT&T Reason why language should be included or excluded	AT&T Language	SWBT Reason why language should be included or excluded	SWBT Language
		<p>SWBT's alternate language would extend this time period by <i>fourteen</i> calendar days and would add an unnecessary delay into the collocation process. SWBT has provided no reason why it would require forty-nine days to provide a price quotation to AT&T. On this point, the Missouri Commission accepted the position of AT&T, requiring SWBT to provide price quotations within thirty-five calendar days.</p> <p>SWBT argues that the Collocation Appendix should not contain any time requirements for SWBT to prepare a price quotation in response to a collocation application. Instead, SWBT contends that the time period set forth in its technical publication is an adequate substitute for AT&T's proposed language. AT&T respectfully submits that the language contained within SWBT's technical publication imposes no requirement upon SWBT to process collocation applications with any level of diligence. First, in light of the position taken by SWBT with regard to Sections 11.2 and 11.3 of the Collocation Appendix, the technical publication imposes no requirement upon SWBT at all, because SWBT attempts to reserve the right to modify that technical publication whenever it chooses. Second, the language in SWBT's technical publication contains an escape clause that allows SWBT to establish "new quotation intervals" when it "cannot meet the ... quotation interval(s)" listed in the technical</p>		<p>ensures non-discriminatory treatment for all LSPs. SWBT should be allowed to recover its cost to determine whether space and power is available. Therefore, SWBT should only refund that portion of the EDC that is unspent, rather than the full amount as AT&T proposes.</p>	

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PART C
CONTRACTUAL DISPUTED ISSUES MATRIX
AT&T-SWBT INTERCONNECTION AGREEMENT - ARKANSAS
COLLOCATION ISSUES

Issue:	Attachment and Sections	Reason why language should be included or excluded	AT&T Language	Reason why language should be included or excluded	SWBT Language
		<p>publication.</p> <p>SWBT also argues that the Collocation Appendix should not contain a time requirement, because it would somehow give AT&T an "unfair advantage" over its competitors in the local service market. This argument is meritless, because any other collocator can elect to obtain the terms and conditions contained within the AT&T/SWBT Interconnection Agreement through the election of "most favored nation status." AT&T's proposed language only attempts to even the playing field, so that AT&T can compete effectively with SWBT in the local service market.</p> <p>Although SWBT has conceded that it must refund the engineering design charge upon a determination that space and power are not available to satisfy an application for Collocated Space, SWBT has opposed AT&T's language that imposes an <i>effective</i> obligation on SWBT. Unless AT&T's proposed language is included, SWBT could (1) keep the engineering design charge for an indefinite length of time, or (2) retain some undefined portion of the engineering design charge, either of which would render the refund requirement ineffective. AT&T's language should therefore be included.</p> <p>SWBT claims that it should be allowed to retain \$790 of the Engineering Design Charge as "a reasonable cost-based standard for</p>			

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CONTRACTUAL DISPUTED ISSUES MATRIX
AT&T-SWBT INTERCONNECTION AGREEMENT - ARKANSAS
COLLOCATION ISSUES

Issue:	Attachment and Sections	AT&T Reason why language should be included or excluded	AT&T Language	SWBT Reason why language should be included or excluded	SWBT Language
		<p>calculating how much should be refunded." This \$790 charge is based upon SWBT's <i>guess</i> that the determination that space is unavailable would require ten hours of time for SWBT employees. SWBT overestimates by far the amount of time that such a determination would require, which AT&T estimates should be two to three hours. SWBT should be required to more clearly demonstrate the costs that it would incur before it be allowed to impose such a fee.</p> <p>SWBT contends that it should not be required to refund the engineering design charge to AT&T within forty-five days of a determination that space and power are not available, because SWBT is willing to refund the charge "as soon as reasonably practicable." A forty-five day time period is far from unreasonable. Moreover, SWBT's opposition to this time requirement is disingenuous, in light of the position taken by SWBT regarding Section 3.6 of the Collocation Appendix.</p>			
<p>6.</p> <p><u>AT&T:</u> Which specific elements may be billed as part of the Monthly Charge?</p> <p><u>SWBT:</u> Should the monthly charge consist only of the monthly rent charged by SWBT to AT&T without</p>	Attachment 13: Appendix Collocation, Section 3.3.2	<p>This issue was expressly resolved by the Commission on page 36 of the Commission's February 28, 1997, order. There, the Commission adopted SWBT's LBO, where SWBT agreed to "apply a standardized cost factor for recurring costs." AT&T's proposed language attempts to establish such standardized cost factors for recurring costs. AT&T's proposed language specifies that the "Monthly Charge" for Collocated Space may consist only of a defined list of charges. AT&T's proposed</p>	<p>3.3.2 The Monthly Charge will consist of the monthly charges for floor space, power usage, maintenance, administration, and taxes for equipment charged by SWBT to AT&T for use of the Collocated Space.</p>	<p>The Monthly Charge should generally consist of the monthly charges for floor space, power usage, maintenance, administration, and applicable taxes for equipment. However, SWBT should be able to also include the monthly charges for unforeseeable elements that could arise on a case by case basis in addition to those elements that are foreseeable.</p>	<p>The monthly charge will consist of, but not be limited to, the monthly charges for floor space, power usage, maintenance, administration, and applicable taxes for equipment.</p>

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CONTRACTUAL DISPUTED ISSUES MATRIX
AT&T-SWBT INTERCONNECTION AGREEMENT - ARKANSAS
COLLOCATION ISSUES

Issue:	Attachment and Sections	AT&T Reason why language should be included or excluded	AT&T Language	SWBT Reason why language should be included or excluded	SWBT Language
allowance for other expenses incurred in connection with the space?		language is necessary to define clearly those elements that SWBT may charge to AT&T as part of the "Monthly Charge." Otherwise, there would be no limit on what SWBT could charge AT&T on a case-by-case basis. SWBT has opposed AT&T's language on the ground that the list in this section should not be an exclusive list; but SWBT has not identified the other charges that should be included. SWBT instead believes that, should it desire later to add further monthly charges to the list, it should be permitted to do so. SWBT complains that, should the list in this section be deemed exclusive, SWBT would be precluded from recovering other costs that it has not foreseen to date. SWBT's concern could easily be addressed by the addition of an additional sentence: "Additional monthly charges may be added to this list upon approval of the State Commission." Language similar to this additional sentence was added to this section of the Collocation Appendix by the Oklahoma Commission. AT&T's proposed language should therefore be adopted.			
<p>7.</p> <p><u>AT&T:</u> What methodology should SWBT use when calculating the price quotation?</p> <p><u>SWBT:</u> What is the legal effect of a price quotation during Commission</p>	Attachment 13: Appendix Collocation, Section 3.4	This issue was addressed by the Commission on page 36 of the Commission's February 28, 1997, order. There, the Commission held that SWBT could price collocation requests "on an individual basis due to the variables involved in such requests." The Commission did not, however, address what methodology that SWBT should use when arriving at these individual prices. AT&T contends that a TELRIC-based	3.4 SWBT's price quotation, Common Charge, Collocated Space Charge, and Monthly Charge will be calculated using a <u>TELRIC-based</u> methodology which is nondiscriminatory to all collocators. SWBT's price quotation, Common Charge, Collocated Space Charge, and Monthly Charge will be sufficient to cover SWBT's reasonable costs and will be no greater than necessary for SWBT to earn a reasonable profit.	AT&T is proposing a Commission review process that is unnecessary and opens the door for potential abuse. Approval of the AT&T proposal would not permit SWBT to issue any price quotations for that particular Collocated Space or permit another collocator to use that Collocate Space pending the Commission resolution of the appeal. SWBT opposes this request since it allows AT&T to "warehouse" space,	SWBT opposes the inclusion of the bold and underlined language in this section as added by AT&T.

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review?		<p>methodology is appropriate. AT&T's proposed language would require SWBT to develop a TELRIC-based methodology and use that methodology when calculating a price quotation. Such a methodology would ensure that SWBT's pricing is cost-based and is nondiscriminatory to all collocators. Without a defined cost-based methodology for the calculation of price quotations, it is likely that SWBT price quotations would overcharge or undercharge for collocation at SWBT's Eligible Structures.</p> <p>The remainder of AT&T's proposed language provides that during the time that a price quotation for a particular Collocated Space is under Commission review, SWBT would be precluded from issuing any further price quotations with respect to the same Collocated Space. Without such a requirement, Commission review of price quotations could be derailed by a different collocator's acceptance of a price quotation for the same Collocated Space. This result would be contrary to the "first come-first served" basis requirement established by the FCC's Order. AT&T's proposed language solves that problem, and is not unreasonable. AT&T's proposed language should therefore be included.</p> <p>In response, SWBT contends that its Common Charge, Collocated Space Charge, and monthly Charge should be unreviewable by the State Commission. Without Commission</p>	<p><u>AT&T may ask the State Commission to review any of SWBT's charges for conformity with the above standards. During the time that a price quotation for a particular Collocated Space is under State Commission review, SWBT will not issue any price quotations for that particular Collocated Space or permit another collocator to use that Collocated Space.</u></p>	<p>which is prohibited under 47 C.F.R. Section 51.323(f)(6)(1997). Allowing AT&T to "warehouse" space in this manner could result in discriminatory treatment of other collocators and provides AT&T a competitive advantage over the other collocators. SWBT is allowed to recover reasonable costs and a reasonable profit for collocated space and with the "true up" provision in this Appendix in paragraph 5.10, AT&T is ensured a refund based upon the actual subcontractors bills if the SWBT quote was too high. The Arbitrator's Order No. 5 approved SWBT applying "the same collocation pricing to all providers on a competitively neutral basis." The Arbitrator further stated "the specific request of each provider including the need for floor space, the preparation work necessary and other factors must be priced on an individual basis due to the variables involved in such requests. The specialized treatment of an AT&T price quote appeal as requested by AT&T could result in unjust and unreasonable treatment of other potential collocators, which is prohibited under Section 25(c)(6) of the Act.</p>	

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		review of SWBT charges, there would be no method to ensure that SWBT prices are calculated in a cost-based and non-discriminatory manner. SWBT contends that AT&T's proposed language limiting the use of a Collocated Space while pricing is under Commission review would unfairly preclude others from using that space while charges are under Commission review. While AT&T is cognizant of that risk, AT&T believes that without such a requirement, Commission review of SWBT charges would be ineffective. To resolve that problem, AT&T would consent to Commission review of charges on an expedited basis.			
8. May AT&T inspect the Collocated Space before AT&T is required to accept or reject SWBT's price quotation?	Attachment 13: Appendix Collocation, Section 3.5	AT&T acknowledges that this precise issue has not yet been expressly presented to the Commission for resolution. AT&T contends, however, that this implementation issue has been arbitrated by implication. This contention is detailed in the portion of this matrix which discusses Section 2.5 of the Collocation matrix. AT&T's proposed language would allow AT&T to inspect the Collocated Space to determine its suitability for AT&T's intended uses before AT&T is required to accept or reject SWBT's price quotation. Without this language, AT&T would be required, site unseen, to accept or reject SWBT's price quotation for a Collocated Space. The right of inspection prior to purchase or lease is almost universally recognized for the sale or lease of commercial or residential property; SWBT's position contravenes these standard	3.5 Prior to any obligation for AT&T to accept or reject SWBT's price quotation, SWBT will permit AT&T to inspect the Collocated Space to determine its suitability for AT&T's intended uses. Subject to an appropriate non-disclosure agreement, SWBT will permit AT&T to inspect supporting documents for the Preparation Charge, including the Common Charge (if AT&T is the first entity to which SWBT provides physical collocation in an Eligible Structure), the Collocated Space Charge, and any Custom Work charge.	Per AT&T's requirements SWBT will provide diagrams of the Collocated Space contemplated for AT&T's use at the time a price quotation is requested. The information and diagrams provided at that time will allow AT&T to make a determination of the fitness and suitability of the space for their needs. Providing AT&T these preliminary tours of the facilities will only add to the costs and expense of providing the space, and AT&T position in the negotiating process is that the EDC already is extremely high. In that most other collocators want to reduce the cost, not increase it, if SWBT is ordered to provide an inspection to the process, then SWBT costs for such an activity will be added to the EDC as an option, which will ensure that other collocators will not be forced into AT&T's higher cost scheme.	SWBT objects to the inclusion of AT&T's proposed language.

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		<p>practices. Moreover, should the Collocated Space be unfit for AT&T's intended uses, that determination should be made before any construction expenses are incurred. AT&T's proposed language would not impose a significant burden on SWBT, and any such burden could be compensated through the engineering design charge required by Section 3.1 of this Appendix. AT&T's proposed language should therefore be included.</p> <p>SWBT opposes an inspection on the ground that it would somehow allow AT&T to obtain competitively advantageous information regarding equipment. SWBT's argument is meritless. First, because AT&T will consent to be escorted by SWBT during the inspection, AT&T will be precluded from obtaining proprietary information. Second, SWBT overstates the risk that competitively advantageous information could be obtained during such as inspection. Indeed, because both AT&T and SWBT purchase telecommunications equipment from the same vendors, both are already aware of the capabilities of each other's equipment.</p> <p>SWBT also claims that an inspection is unnecessary, because SWBT will provide diagrams of the Collocated Space. Just as a consumer cannot be expected to make an informed decision to purchase or lease a house or apartment solely from a floor plan, AT&T cannot make an informed decision whether to use a</p>			

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		Collocated Space without an opportunity to inspect the space. Many relevant features of a Collocated Space cannot be determined from the review of a diagram, including whether anything is located in rooms near the Collocated Space that would interfere with the effective operation of AT&T's equipment (such as radio transmission or video equipment), whether there is a substantial flooding risk that would dissuade AT&T from using the Collocated Space, or whether anything unusual about the space could increase AT&T's construction costs.			
9. What is the legal effect of SWBT's price quotation?	Attachment 13: Appendix Collocation, Section 3.6	AT&T acknowledges that this precise issue has not yet been expressly presented to the Commission for resolution. AT&T contends, however, that this implementation issue has been arbitrated by implication. This contention is detailed in the portion of this matrix which discusses Section 2.5 of the Collocation matrix. SWBT's proposed language would require AT&T to tender money to SWBT in order to accept a price quotation for a particular Collocated Space; in the absence of SWBT's proposed language, AT&T could accept the price quotation in writing and would be contractually bound by its acceptance at that time. Conditioning AT&T's acceptance on SWBT's actual receipt of money is contrary to standard telecommunications industry practices, where agreements are made prior to and on the expectation of payment. SWBT does not require	3.6 SWBT's price quotation will constitute a firm offer that AT&T may accept in within thirty-five (35) days of AT&T's receipt of the price quotation, subject only to the true-up procedure specified in section 5.10 below. SWBT will reserve the Collocated Space for AT&T during this thirty-five day period. If AT&T does not accept the price quotation in writing within thirty-five days of AT&T's receipt of the price quotation, the price quotation will be automatically rescinded.	AT&T's proposal would allow them to "warehouse" space pending its acceptance of SWBT's firm offer. This is contrary to the Act since it would be unfair and unreasonable. The parties who might be harmed and placed at a competitive disadvantage by warehousing are the other LSPs. SWBT proposes that AT&T, and other collocators, be given 35 business days in which to make an acceptance of a firm offer. During the 35 business day firm offer period for each collocators price quotation, other collocators may be considering their own firm offer for the space. The collocator that first accepts their firm offer should be the one gaining use of the space. In this manner, no one collocator is disadvantaged or discriminated against. Any unspent portion of the EDC will be refunded to AT&T if the space is leased by another collocator.	3.6 SWBT's price quotation will constitute a firm offer that AT&T may accept in writing, which shall include payment as specified in sections 4.2 and 4.3 below , within thirty-five (35) business days of AT&T's receipt of the price quotation, subject only to the true-up procedure specified in section 5.10 below. SWBT will not reserve the Collocated Space for AT&T during this forty-five day period. If AT&T does not accept the price quotation in writing within thirty-five (35) days of AT&T's receipt of the price quotation, the price quotation will be automatically rescinded.

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		<p>the protection of early payment for its Collocated Space (AT&T is not a fly-by-night telecommunications provider, and AT&T honors its contractual obligations). And even were AT&T or some other collocator to breach the contract prior to payment of the quoted price, SWBT's damages would be small, because this Appendix makes payment a precondition to the construction of the Collocated Space.</p> <p>The remainder of SWBT's proposed language would not require SWBT to reserve the Collocated Space for AT&T during the thirty-five day period for which the price quotation is valid. Under SWBT's language, the price quotation would constitute an offer with no legal effect whatsoever, that SWBT could rescind at will, notwithstanding AT&T's prior payment of consideration for that offer (a rather substantial "engineering design charge"). This is unreasonable, considering that SWBT is not prepared to refund AT&T's engineering design charge after it has issued the price quotation. Moreover, in other cases involving SWBT, the Commission has previously imposed the requirement that a SWBT "ICB price quote . . . be considered a firm offer for a reasonable period of time." <i>In re: SWBT's tariff designed to introduce broadband educational videoconferencing service</i>, No. TT-95-275. AT&T's language should therefore be included.</p>			
10.	Attachment 13: Appendix	AT&T acknowledges that this precise issue has not yet been expressly	4.3.1 The first entity to which SWBT provides physical collocation in an	SWBT has established a procedure applicable to all collocators on a non-	Each time additional collocation(s) use(s) physical collocation in the

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<p>AT&T: Should SWBT be required to refund a pro-rata share of the common charge over twelve months after the initial collocator has collocated in an Eligible Structure?</p> <p>SWBT: Can SWBT limit the number of collocators responsible for reimbursing common costs incurred to prepare eligible structures for collocations?</p>	Collocation, Section 4.3.1	presented to the Commission for resolution. AT&T contends, however, that this implementation issue has been arbitrated by implication. This contention is detailed in the portion of this matrix which discusses Section 2.5 of the Collocation matrix. SWBT's proposed language would require SWBT to pay a prorated refund to previous collocators only for the first twelve months after the first collocator's payment of an initial Monthly Charge. This arrangement is unreasonable for a number of reasons. First, SWBT's proposed language limits SWBT's obligation to pay prorated refunds after twelve months, but <i>does not similarly limit</i> a subsequent collocator's obligation to pay a common charge to SWBT ("The next three subsequent collocators that share such common elements ... will pay a "Common Charge" equal to the Initial Common Charge multiplied by a fraction ..."). Accordingly, SWBT may be reimbursed an amount greater than the common charges that it has incurred. This fact is illustrated by an example: Assume that the "initial common charge" is \$100,000. During month 0, Collocator #1 pays a common charge of \$100,000 to SWBT. During month 8, Collocator #2 pays \$50,000 to SWBT, and SWBT refunds \$50,000 to Collocator #1. During month 13, Collocator #3 pays \$33,333.33 to SWBT, which SWBT keeps, as permitted. During month 24, Collocator #4 pays \$25,000 to SWBT, which SWBT keeps, as permitted. Under this	Eligible Structure will be responsible for all costs incurred by SWBT associated with the preparation of that Eligible Structure to provide physical collocation in the initial space where physical collocation is to be located ("Initial Common Charge"). The next three subsequent collocators that share such common elements as, but not limited to, HVAC systems, electrical power panels, conduits, and security systems, at the same Eligible Structure will pay a "Common Charge" equal to the Initial Common Charge multiplied by a fraction, the numerator of which is one and the denominator of which is the total number of collocators in the same Eligible Structure. Each time additional collocator(s) use(s) physical collocation in the same Eligible Structure, each previous collocator will receive a prorated refund of its previously paid Initial Common Charge or Common Charge. The prorated refund to each previous collocator will consist of the Common Charge paid by the most recent collocator (the one who, in a particular instance, will not receive a refund) divided by the total number of previous collocators, using the following schedule:	discriminatory basis where the first collocator pays all space preparation costs, but is entitled to a pro rata refund of this Initial Common Charge by subsequent collocators within the following 12 months up to the first 4 collocators. AT&T wants all subsequent collocators to contribute to these costs forever. SWBT has negotiated similar provisions in previous contracts and AT&T's procedure would not only cause us to conflict with these earlier contracts, but it would be burdensome and result in unnecessary increases in administrative costs. Under the Act, SWBT is entitled to impose the limit on collocators eligible for a refund.	same Eligible Structure, within 12 months of the first billing date of the initial monthly charge for the first physical collocator in that Eligible Structure, each previous collocator will receive a prorated refund of its previously paid Initial Common Charge or Common Charge.

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